



RitholzLevyFields

NEW YORK • LOS ANGELES • NASHVILLE

Chris Vlahos
cvlahos@rlfllp.com

May 2, 2023

DELIVERED VIA ECF

Honorable P. Kevin Castel
Daniel Patrick Moynihan
United States Courthouse
500 Pearl Street
New York, New York 10007-1312

Re: Sony Music Entertainment, et al. v. Triller, Inc., 1:22-cv-7380 (PKC)

Your Honor:

Defendant Triller, Inc. (“Triller”) writes the following in response to Plaintiffs Sony Music Entertainment, et al.’s (collectively, “Sony Music”) letter of April 26, 2023 seeking entry of partial final judgment in Sony Music’s favor against Triller for \$4,574,250.00 on Sony Music’s breach of contract claim (the “April 26 Letter”):

1. Triller agreed to the stipulation referenced in Exhibit A to Sony’s Music April 26 Letter. But, Triller did not consent to the entry of a partial final judgment under Rule 54(b) or otherwise. Specifically, on April 14, counsel for Sony Music asked the following:

Chris – Nice talking to you today. I write to memorialize our discussion.

First, Sony Music intends to move for entry of partial judgment, based on the stipulation regarding contract liability for \$4.57 million. Please let us know whether Triller consents to this relief.

In response, counsel for Triller stated:

Jeff,

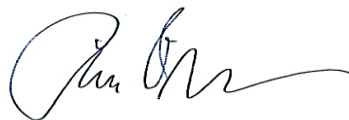
Triller does not oppose a motion with respect to Plaintiffs’ breach-of-contract claim consistent with the stipulation between the parties.

2. Triller conceded contractual liability in its Answer and proposed a stipulation on the issue early in discovery to avoid the costs and expenses associated with discovery conducted regarding uncontested issues. Sony Music has not been forced to litigate the contract claim at a substantial cost because there was never a dispute on that claim.

3. Triller submits that the entry of the partial final judgment on the contract claim would impair Triller's ability to reach a mutually-agreeable global resolution of this litigation. Triller requests the Court order a judicial settlement conference, as discussed during the initial scheduling conference, within the next 14 days, and suspend entry of partial final judgment until the judicial settlement conference is completed.

Sincerely,

Ritholz Levy Fields LLP

A handwritten signature in blue ink, appearing to read "Chris Vlahos", with a stylized flourish extending to the right.

Chris Vlahos